



U.S. Department
of Transportation
**Federal Highway
Administration**

Western Federal Lands Highway Division

610 East Fifth Street
Vancouver, WA 98661-3801
(360) 619-7700 FAX: 360-619-7846

August 29, 2007

Mr. Mike McKinnon
Denali Commission
Transportation Program Manager
DENALI COMMISSION
510 "L" Street, Suite 410
Anchorage, AK 99501



In Reply Refer To: HFL-17

Dear Mr. McKinnon

Interagency Reimbursable Agreement No. DTFH70-07-X-50010

Denali Commission Agreement No: 351-07

Denali Commission FY 07 Funding Assistance - Kobuk Snowmobile Bridge Project

Enclosed is one signed copy of the above subject Agreement that was signed by Western Federal Lands Highway Division (WFLHD) August 28, 2007. This Agreement documents the intent of the parties for the Kobuk Snowmobile Bridges reconnaissance, preliminary engineering environmental analysis, contract advertisement, award, and construction management.

In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Federal Highway Administration, Western Federal Lands Highway Division is 69-05-0001. If you have any questions regarding billing information, please call Carol Smedley, Financial Specialist at (360) 619-7734.

If you have any questions regarding this Agreement, please contact Mike Traffalis, Highway Engineer at (360) 619-7787 or myself at (360) 619-7565.

Sincerely yours,

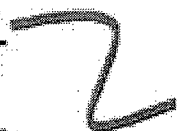
Marlene M. Marcellay
Contracting Officer

Enclosures (1): No. DTFH70-07-X-50010

cc: Mike Traffalis, Project Manager, WFLHD
Phyllis Chun, Planning & Programs Manager, WFLHD
Carol Smedley, Finance, WFLHD
Felicia Woods, Finance & Budget Division, HCF-20, FHWA, Washington D.C.
Acquisition file: DTFH70-07-X-50010

P_PMS_Ag_

**MOVING THE
AMERICAN
ECONOMY**



DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>		Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u>DTFH70-07-X-50010</u>	
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u>	

Page 1 of 8

1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.			
2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply) <input type="checkbox"/> 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting agency and state agencies, civil subdivisions of a state, or Tribes will be performing services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.) <input checked="" type="checkbox"/> 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.) <input type="checkbox"/> Other. _____			
2b. AUTHORITY FOR SERVICING AGENCY: <input type="checkbox"/> 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.) <input type="checkbox"/> Other. _____			
3a. REQUESTING AGENCY ADDRESS Mr. Mike McKinnon, Denali Commission, Transportation Program Manager DENALI COMMISSION 510 "L" Street, Suite 410 Anchorage, Alaska 99501		3b. SERVICING AGENCY ADDRESS Western Federal Lands High Highway Division Att. Mike Traffalis, WFL AK PM 610 East Fifth Street Vancouver WA 98661-3801	
4a. Denali Commission Accounting & Appropriation Data: 95-69X8083.67		4b. SERVICING AGENCY Accounting & Appropriation Data: WFLHD will need to set up account codes	
5. FUND AMOUNT Amount Obligated by this Action: \$300,000.00		6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) <input checked="" type="checkbox"/> Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) <input type="checkbox"/> Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV. See "Financial Administration" portion of this document for further details.	
7a. WFLHD FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): 95-67-0000 2. DUNS #: 029585416 3. Tax ID #: 92-0173238 4. Finance Office Contact: Jennifer Price 5. Finance Phone: 907-271-3500 6. Finance FAX: 907-271-1415 7. Finance email : jprice@denali.gov		7b. SERVICING AGENCY FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): <u>69-05-0001</u> 2. DUNS #: <u>928-338-219</u> 3. Tax ID #: <u>53-0204534</u> 4. Finance Office Contact: <u>Jan Palmer</u> 5. Finance Phone: <u>(360) 619-7624</u> 6. Finance FAX: <u>(360) 619-7945</u> 7. Finance email : <u>jan.palmer@fhwa.dot.gov</u>	
8a. Denali Commission APPROVAL George Cannelos, Denali Commission Federal Co Chair		9a. OTHER AGENCY APPROVAL WFLHD Elizabeth M. Firestone, Contracting Officer	
b. Signature 	c. Date <u>8/6/07</u>	b. Signature 	c. Date <u>8/28/07</u>
d. Phone : 907-271-3500		d. Phone: (360) 619-7931	

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u>-</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 2 of 8</div>

Email :	Email: Elizabeth.Firestone@fhwa.dot.gov
---------	---

Project Agreement

Kobuk Snowmobile Bridge Project

Denali Commission FY07 Funding Assistance

State: Alaska

Project Title: Kobuk Snowmobile Bridge

Project Location: Kobuk is 200 air miles east of Kotzebue and along the Kubuk river.

Parties to the Agreement: Denali Commission

And

U.S. Department of Transportation
 Federal Highway Administration
 Western Federal Lands Highway Division (WFLHD)

Purpose of this Agreement: This Agreement documents the intent of the parties for the Kobuk Snowmobile Bridges reconnaissance, preliminary engineering, environmental analysis, contract advertisement, award, and construction management.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali as defined in SAFETEA-LU. Denali Commission Resolution Number 06-17 passed May 23, 2006 established the intent of the Denali Commission to allocate funds to WFLHD for the development and construction award (funding dependant) for the Kobuk Snowmobile Bridges. The approved fund total is \$300,000.

Funds allocated for this project are for the engineering and environmental analysis of two public snowmobile bridges, operated by a public organization with the authority to take a public activities jurisdictional role. The project will comply with federal requirements including the compliance with the National Environmental Policy Act (NEPA). A range of reasonable alternatives will be developed and evaluated as required by NEPA regulation. Amendments to the scope of this project agreement may be required dependent upon the decision of future NEPA document actions. Modifications to this agreement will be approved by an amended agreement signed by all parties.

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u>-</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u>

Page 3 of 8

Project Background: Kobuk has population 180, is a traditional Inupiat village. Like the other remote Arctic communities, subsistence hunting, fishing and gathering, provides most of the community's foods. The communities in the region are tied to the rivers in summer, and snowmobile trails in winter for access to services. In recent years, both bridges are failing and as such are need of replacing. The lower bridge will only carry small ATV vehicles in summer, and snowmobiles in winter, while the upper bridge may carry some light duty vehicles (Denali Commission is still determining load capacities)

Project Scope: The project scope is for preliminary engineering to investigate the feasibility and location of the snowmobile bridges that could be used by the community to access other communities in the winter. WFL will need to develop a work plan and identify what technical studies will be need, with delivery schedule, and budget. This plan will be coordinated with the Denali Commission to ensure scope development and project budgets stay on track. The work may include a material site investigation hydraulic surveys, topo surveys, environmental resource reports and close work with Kobuk to ensure local knowledge of the area is fully integrated into the project. To the extent funding and project progress allow, the project will be carried through NEPA and construction documents with award and administration of the low bridge.

Project Purpose and Benefits: This is a significant safety project. Providing a safe winter access bridge over the Kobuk River, will allow the Kobuk Village to access Shungnak and Ambler during the winter safely.

Proposed Work FY 2007, FY 2008, and FY 2009

Starting as early as October 2007 acquire existing engineering and environmental data available from earlier and ongoing work to utilize as a baseline for starting project development activities. From this baseline information, develop a plan to initiate the environmental process for the Purpose and Need developed through Project Scoping. Once the environmental process has begun, work with the Denali Commission and Kobuk to develop a local advisory committee or other group who will advise on the project and will serve as the information conduit for reporting back to the various governments associated with the project. Work with in-house and/or contract engineering resources to evaluate appropriate design standards for emergency the two snowmobile bridges. Evaluate the Arctic engineering aspects of the project including severe cold, use in winter, and materials. Prepare a Right-of-Way report that outlines existing Rights-of-Way and sets the stage for Right-of-Way certification processes during final design. Once NEPA and preliminary engineering is completed, proceed to final design with permits in preparation for contract advertisement. If remaining funding is adequate for construction, advertise one or both bridges for construction and administer the construction contract.

Denali Commission funds will be used to execute these tasks, up to but not exceeding \$300,000.

Project Scoping Budget \$10,000

Project Plan Development \$5,000

Environmental Process, Design, Contract Preparation, Advertisement, Award, and Administration of Construction Contract Balance of funds

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 4 of 8</div>

Quarterly reports will be filed with the Denali Commission to inform all parties on how scope, schedule and budget are progressing. The product of post scoping and Project Plan development is a preliminary engineering time line and budget to assist with prioritizing work tasks within the assigned funding.

WFLHD will ensure a quality product. WFLHD's designated project contact is the Project Manager.

Upon completion of the project scoping, project plan, and initiation of NEPA and preliminary design work outlined above, WFLHD and Denali Commission will hold a final meeting with the community to outline the next steps in project development. Project documents will be available for public review and use within the community, and at the respective agencies.

Funding: \$300,000 of Denali Commission funds will be allocated to perform the work described in this agreement.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

Two forms of reporting are required under this award:

1. Progress reports shall be submitted quarterly via the on-line Project Database. Reports are due within 30 days of the close of the calendar year.

Wage and residency reports shall be submitted on an annual basis using the on-line Project Database. Reports are due within 30 days of the close of the calendar year.

 Date:
 Western Federal Lands Highway Division, Federal Highway Administration
 Clara Conner
 Division Engineer
 610 E 5th Street
 Vancouver WA, 98661

 Date _____;
 Denali Commission
 Tessa Rinner, Director of Programs Denali Commission,
 DENALI COMMISSION
 510 "L" Street, Suite 410
 Anchorage, Alaska 99501

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u> - </u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 5 of 8</div>

I. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission Contracting Officer and shall remain in effect through December 31, 2009, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

II. FINANCIAL ADMINISTRATION

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond December 31, 2009. Denali Commission obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment under the agreement can be made. No legal liability on the part of Denali Commission for any payment may arise for performance under this agreement beyond December 31, 2009 until funds are made available by the Contracting Officer through written modification of the agreement.

A. **Total Agreement Amount:** See block #5, cover page, for funds obligated by this agreement.

Funding Citations: See blocks 4a & 4b. of cover page.

B. **IPAC:** In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Denali Commission is 95670000. For IPAC payment approval, the Servicing Agency will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

C. **Reimbursable Payment:** **The servicing agency is authorized to bill quarterly as costs are incurred and authorized, and should correspond to actual IPAC payment submission.** The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

Submit cost support documentation and Progress Report to:

Mr. Mike McKinnon,
 Denali Commission,
 Transportation Program Manager
 DENALI COMMISSION
 510 "L" Street, Suite 410
 Anchorage, Alaska 99501

D. **Administrative Fee:** Unless otherwise explicitly stated in this Agreement, Denali Commission shall not be liable for any additional administrative fees.

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u>-</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 6 of 8</div>

III. KEY OFFICIALS

REQUESTING AGENCY -

Contact: Mike McKinnon
 Transportation Program Manager, Denali Commission
 Voice: (907) 271-1192
 Fax: (907) 271-1415
 Cell: (907) 723-2798
 Email: mgmckinnon@gci.net

SERVICING AGENCY- Western Federal lands Highway Division WFLHD

Contact: Michael Traffalis
 Voice: (360) 619-7787
 FAX: (360) 619- 7846
 Cell: (360) 607-2749
 Email: michael.traffalis@fhwa.dot.gov

IV. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

V. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

VI. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination.

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 7 of 8</div>

VII. Agreement Standard Conditions

Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency using an agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.
- 6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.

- 7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

- 8. Responsibilities.** The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

- 9. Third Party Liability.** With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

- 10. Disputes.** Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

Other

- 11. Publication or Sharing Results.** If either party publishes or shares any results arising from this agreement, they shall submit a proposed release to the cooperating party for review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work.

- 12. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.

DENALI COMMISSION AGREEMENT Project: <u>Kobuk Snowmobile Bridge Projects</u> <u>-Preliminary Engineering, Environmental</u> <u>Analysis, Design, Contract Advertisement,</u> <u>Award, and Construction Management</u>	Denali Commission Agreement No: <u>Kobuk Snowmobile Bridges- 351-07</u> Other Agency's Agreement No: <u>-</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u> <div style="text-align: right;">Page 8 of 8</div>

13. Travel. All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.